

**PB# 94-26**

**ARNOFF STEWART LINER**

**4-1-5.1 & 5.2**

*Approved 10/26/94*

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

# GENERAL RECEIPT

14260  
Sept. 7 1994

Received of North American Amcoff \$ 150.00  
One Hundred fifty 00/100 DOLLARS  
For P.B. # 94-26 Application Fee

DISTRIBUTION:

FUND	CODE	AMOUNT
Check #3769		150.00

By Dorothy H. Hansen  
Town Clerk  
Title

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Planning Board  
Town Hall  
555 Union Ave.  
New Windsor, N.Y. 12553  
NO. 94-26  
September 7, 1994  
RECEIVED FROM Amcoff Stewart Limer  
Seven Hundred Fifty 00/100 DOLLARS  
Site Plan Minimum Escrow

Account Total \$ 750.00  
Amount Paid \$ 750.00  
Balance Due \$ -0-

"THE EFFICIENT LINE" AN AMPS PRODUCT

Myles L. Mason, Secy to the P.B.  
A. Zappalo

Planning Board  
Town Hall  
555 Union Ave.  
New Windsor, N.Y. 12553  
NO. 94-26  
October 21, 1994  
RECEIVED FROM Stewart-Limer Transportation Corp.  
Two Hundred Thirty-Eight 86/100 DOLLARS  
2% of \$11,943.00 Inspection fee

Account Total \$ 238.86  
Amount Paid \$ 238.86  
Balance Due \$ -0-

"THE EFFICIENT LINE" AN AMPS PRODUCT

Myles Mason, Secy to the P.B.  
A. Zappalo 10/21/94

Town Clerk

Title

Planning Board  
Town Hall  
555 Union Ave.  
New Windsor, N.Y. 12553

NO. 94-26

September 7, 1994

RECEIVED FROM Arnoff Stewart Liner

Seven Hundred Fifty 00/100 DOLLARS

Site Plan Minimum Escrow

Account Total \$ 750.00

Amount Paid \$ 750.00

Balance Due \$ -0-

Myra L. Mason, Secy to the P.B.

A. Zappalo

"THE EFFICIENCY LINE" AN AMPAD PRODUCT

Planning Board  
Town Hall  
555 Union Ave.  
New Windsor, N.Y. 12553

NO. 94-26

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A. Zappalo 10/21/94

"THE EFFICIENCY LINE" AN AMPAD PRODUCT

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

# GENERAL RECEIPT

14321  
1994

October 21

Received of Stewart Liner Transportation Corp. \$ 100.00

One Hundred and 00/100

DOLLARS

For Planning Board Approval Fee # 94-26

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CKT 1122</u>		<u>100.00</u>

By Dorothy H. Hansen

Town Clerk

Title

441.52

10/14/94  
Eng 144.00

~~1224~~ Duke Mills  
564-0240

PUBLIC HEARING:

ARNOFF/STEWART LINER SITE PLAN (94-26) - UNION AVENUE  
AND LINER ROAD

William Hildreth appeared before the board for this proposal.

MR. PETRO: This is a public hearing. The board will review it and then we'll open it up to the public. Also for the minutes, letters have gone out to the Town of Newburgh, City of Newburgh and have been received with no objections.

MR. HILDRETH: Just by way of review and for the record, I'm Bill Hildreth, surveyor who prepared the plans for Stewart Liner. Also with me this evening from the business is Tony Martine, Corporate Sales Manager, Bill O'Callahan, Warehouse Manager and Ronald Anderson, Vice President. This is a Stewart Liner property located on the west side of Liner Road just south of the Steak and Stein Restaurant. Actually, it's north of it, south of the new mall that is out there. Property consist of 3.9 acres comprised of two tax lots. Currently, it's an existing moving and storage operation which was approved under the old OLI zone, current zone is zone C, the necessary variances for the current operation were obtained under the old zoning designation. As I said, current zone is C. This application covers proposal for expanding the parking lot to the rear relocating the existing chain link fence and for the park and fly operation for Stewart Field. We have a DOT permit in hand. I have a copy of it for the Planning Board. I think either Mike asked for it or the chairman did. That is your copy. That is the agreement with the DOT. I read through it, it's got a lot of legalese in it and one of the things the Planning Board may want to know is that this agreement is not saleable or transferable to anybody else. It's strictly with the Stewart Liner operation. Revisions to the plans since the last time I was here I added the handicapped space, revised the parking lot count by one space, showed the new fence relocation to the rear and that was it. Those are the only changes.

MR. PETRO: Town of Newburgh did send along one letter. I'm just going to read it for our review. I've reviewed this proposed site plan with the Town of Newburgh Engineer, James Osbourne. The only potential impact or concern is the issue of traffic. Thank you for soliciting our input for coordinating review. I don't see where it would really change the effect of traffic myself and we're just adding some parking here and a few interior layout designs. Does anyone else have any other input on that as far as traffic is concerned?

MR. VAN LEEUWEN: I'll tell you when you come out of there, I've come out a few times, there's no problem with sight distance and I don't hear of any accidents there.

MR. PETRO: We have highway approval on 9/9/94 and the fire approval on 9/9/94.

MR. KRIEGER: It is the practice of the Planning Board to require when there is a single site plan that the deeds to the property be combined and that there be a single property. I see that there are two tax lots here, leads me to the conclusion that there are probably two lots, since there's a single site plan.

MR. HILDRETH: They are not under the same ownership.

MR. PETRO: Is there any change to the site plans or does one actually one site plan but this one lot, use of one lot go on to the other lot? I don't see that myself. In other words, Mark, maybe you can answer some of the parking on lot number one used for the purpose on lot number 2. If they both stand on their own merits, I don't see necessity for combining them, if it not possible.

MR. EDSALL: There's obviously ample room on both lots. The current distribution is such that there's some additional truck spaces on tax lot 5.1 where in fact they could have regular parking spaces if they needed those to comply with the site plan. So the answer is right now it's a mixture because it's being used as a

total site but I believe each could stand on its own if it was needed that some of the truck spaces could be converted back.

MR. HILDRETH: Remember I said it was approved under OLI zone, variances were obtained for the individual because of the uses on the individual tax lots. I don't know.

MR. EDSALL: I'm looking at it not even from a zoning bulk compliance now. I'm looking at it now as purely parking since the only effect of this application is parking. All the bulk compliances went out the window when they changed the zoning and they had variances to exist as they are so from a purely a parking standpoint which is really the only zoning issue we're looking at now, for site plan compliance, it could be very easily complied with with the creation of some regular parking spaces in lieu of what are shown as large spaces for trailers.

MR. PETRO: I know we like to combine them but I think it's going to be a hardship in this particular case. In view of what Mark said, do you have any problems with it the way it stands?

MR. KRIEGER: As I indicated, that is just, that has been the practice of the Planning Board. It's a decision for the board to make. I'm just putting you--

MR. HILDRETH: I can recall many times.

MR. KRIEGER: If each will stand on its own and you don't feel that it is necessary then I don't believe it's required.

MR. PETRO: This is a little different than Toyota of Newburgh where obviously all the parking for the building is on a separate lot. I don't have any problem with it. Henry?

MR. VAN LEEUWEN: I have no problem.

MR. DUBALDI: No.



MR. LANDER: No problem.

MR. PETRO: Let's go on to something else then. I'll tell you does anyone else want to touch on anything it's a public hearing, I'll open it up to the public and then we'll come back for the board's review. All right, at this time, I'd like to open this application up to the public. On September 23, 1994, nine addressed envelopes went out sworn to before me on the 23rd day of September by Deborah Green, Town of New Windsor. Is there anyone in the audience who'd like to speak on behalf of this application? No one is here, okay.

MR. VAN LEEUWEN: I'll make a motion we close the public hearing.

MR. LANDER: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board close the public hearing on the application of Stewart Liner Corporation site plan. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. VAN LEEUWEN	AYE
MR. LANDER	AYE
MR. PETRO	AYE
MR. DUBALDI	AYE

MR. PETRO: At this time, I'd like to reopen it to the board's review.

MR. EDSALL: Just one comment, Mike and I were discussing the obvious shared use of the two parcels and Andy is correct that we should at least discuss the implications if one is sold you have got the office that is running the park and fly located on lot 5.1 but many of the parking spaces that are in connection with that use or on lot 5.2. I believe it would all fit it may be necessary if they were sold off and the Thrifty Car and park and fly use was to continue, they would need to come back for a site plan amendment on lot 5.1

to reorganize 5.1 to have the spaces over there.

MR. PETRO: Can we make that as a condition of approval?

MR. EDSALL: I'd think that if it was split up and the uses as they currently exist were to continue, they'd have have to come back in to reorganize the layout of the parking.

MR. VAN LEEUWEN: Who is the ownership of the property?

MR. HILDRETH: Newmetzger (phonetic) owns tax lot 5.2 which is the westerly one and it's Beverly Newmetzger owns them both. I doubt very much if individually either one of these would be sold.

MR. MARTINE: We have a contract with the Newmetzgers, Tony Martine, Corporate Sales Manager. The Arnoffs have contract to purchase both properties within 16 months. Also the park and fly as you look in the contract cannot be sold. That was part of our agreement with the DOT. It has to remain with Arnoff. It's going to be one ownership, Arnoffs will own it.

MR. KRIEGER: Then I suggest we put as a condition when that occurs, first of all put an outside date for it to be in a single ownership and when that occurs, they, the applicant, must submit to the Planning Board or somebody on the applicant's behalf, a recorded deed with a description showing that it is under single ownership, single deed, single ownership after the sale.

MR. MARTINE: I agree, it's going to be under single ownership. However, we're under contract to purchase this from the Newmetzgers. I wouldn't want to be put under a circumstances where we're making conditions on the contract of this property.

MR. KRIEGER: This merely has to do with the form that they are going to transfer, not the substance. All I'm saying when you get it, bottom line it ought to be a single deed, they can transfer it in two deeds or single deeds, it's not really hard, doesn't matter.

MR. MARTINE: There's no problem with that because there will be one owner.

MR. KRIEGER: As long as we know it's a requirement to submit the deed when it happens.

MR. PETRO: Anything else on the site plan?

MR. VAN LEEUWEN: I keep looking, I can't find anything.

MR. LANDER: Can you tell me where the people come for the park and ride and where they unload?

MR. HILDRETH: Yes, you can see the identification of Thrifty Car Rental office right here, they offload here, I believe it's valet parking, somebody from the operation parks the cars out in the back, the rear parking lot northwest corner.

MR. LANDER: Thrifty Car Rental and park and fly?

MR. HILDRETH: Yeah, they rent cars.

MR. MARTINE: Thrifty Car Rental manages the park and fly operation for us.

MR. VAN LEEUWEN: They manage it for you?

MR. HILDRETH: Right.

MR. VAN LEEUWEN: In other words--

MR. MARTINE: It's ours and they are managing it.

MR. LANDER: If I bring my car there, I would go to Thrifty Car Rental?

MR. HILDRETH: You walk in there, that is the last you see of your car.

MR. BABCOCK: That doesn't sound right, you never see it again?

MR. PETRO: One last note to ask Bill is the drainage as an amended site plan, what's the impact going to be?

MR. HILDRETH: There are no drainage structures on this site, the site is basically high in the middle, there's some that drains off this way, it's not a completely paved parking lot.

MR. PETRO: Let me rephrase my question. How will the changes made to this site plan affect the drainage?

MR. HILDRETH: Zero.

MR. PETRO: Is there any other questions?

MR. LANDER: Mr. Chairman, the City of Newburgh Water Department didn't have any problem with the park and fly here being right across the street from their drink drinking so I don't see why we should--

MR. PETRO: There was no response and we normally take no response as no objection.

MR. VAN LEEUWEN: I make a motion we declare negative dec.

MR. DUBALDI: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board declare negative dec with the Arnoff site plan. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. VAN LEEUWEN	AYE
MR. LANDER	AYE
MR. PETRO	AYE
MR. DUBALDI	AYE

MR. VAN LEEUWEN: I make a motion to approve.

MR. LANDER: Are we going to locate the fence here?

MR. HILDRETH: Yes.

October 12, 1994

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MR. LANDER: Just inside the boundary?

MR. HILDRETH: Yes.

MR. DUBALDI: I'll second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board grant final approval to the Arnoff Stewart Liner Corporation site plan. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. VAN LEEUWEN	AYE
MR. LANDER	AYE
MR. PETRO	AYE
MR. DUBALDI	AYE

ARNOFF STEWART LINER SITE PLAN (94-26) UNION AVENUE

William Hildreth of Grevas & Hildreth appeared before the board for this proposal.

MR. HILDRETH: Okay, this is a site plan for the Stewart Arnoff Moving and Storage operation. I'm pretty sure you are familiar. It's on the northwest side of Union Avenue, right next door to the new shopping mall.

MR. PETRO: Were you here for a variance not too long ago?

MR. HILDRETH: Not on this. You stole some of my thunder. The existing operation received variances and site plan approvals under the old zoning designation OLI, the current zoning designation is C. It was changed in the meantime. What this proposal is for is for a small expansion of the rear of the parking lot, an operation of a Thrifty Car Rental business or operation with their office in the easterly building and parking lot rented, they rent out parking spaces.

MR. PETRO: Rental, is that a permitted use in the C zone, Mike, car rental?

MR. EDSALL: Look in my comment one and what I have done is we believe that it should be classified as A4 which is service establishment. My first comment is you should decide if you agree with that clarification. If not, we've got to look into it further.

MR. PETRO: Service establishment, they are servicing vehicles. They are servicing their vehicles. They are not servicing work on them.

MR. HILDRETH: Providing a service.

MR. EDSALL: It's a service establishment of a personal nature. Then it excludes certain ones, that is the way the bulk table reads.

MR. LANDER: Can I ask a question? Is there a park and ride here?

MR. HILDRETH: The Thrifty Car operation includes rental of parking spaces in addition to renting cars.

MR. LANDER: Do we have approval for it? It's an ongoing business.

MR. HILDRETH: That is part of what we are here for is that approval.

MR. LANDER: There's an ongoing park and ride there now.

MR. SCHIEFER: It's in existence.

MR. HILDRETH: In addition to the Thrifty Car.

MR. LANDER: Right but there was no approvals given for any of that.

MR. HILDRETH: That is why we're here.

MR. SCHIEFER: You're here to get approval on something that is already there.

MR. HILDRETH: Yes, this is an existing thing.

MR. LANDER: You have to have a permit from Stewart Airport to run this, right?

MR. HILDRETH: I don't know. Doug Miller is operations manager, he's with me tonight and also Tony Martine who is sales manager for Stewart Liner.

MR. LANDER: Can we find out if you have a permit and when?

MR. MARTINE: Yes, we do have permission with Stewart Airport Commission.

MR. LANDER: You have to get a permit?

MR. MARTINE: Yes, we have that, that is all in place. Tony Martine, M-A-R-T-I-N-E.

MR. PETRO: You're the owner?

MR. MARTINE: No, corporate sales manager. The owner isn't here because he's Jewish.

MR. LANDER: We had another park and ride near New Windsor that tried to get in existence for about two years and I know that he had to receive a permit from Stewart. I know they have their permit, you just stated that.

MR. BABCOCK: Can we get a copy of the permit for our file?

MR. MARTINE: Yes.

MR. PETRO: I'd like to get back to the A4 use because that before we go any further, we should clarify that. I'm in favor of allowing A4 use. Mark, because when there is any gray area and I think this is a gray area service establishment I think it should go to the applicant.

MR. EDSALL: Gentlemen, generally, that is how we have interpreted this as far as what we believe the intent was cause service establishment furnishing services of other than a personal nature but excluding gasoline filling stations, motor vehicle repair and services. So that seems under the C zone to catch quite a lot of things.

MR. PETRO: Any other members have a problem with that?

MR. LANDER: No.

MR. SCHIEFER: No.

MR. PETRO: So we can eliminate the Zoning Board once we go to A4 based on number 2, Mark's comments, the required bulk requirements shown on the plan appears correct so that takes care of that. Now, the new expansion to go along with this is in the rear of the property, it's ten spaces.

MR. HILDRETH: It's going to add 16, there's an



existing fence which I've shown.

MR. PETRO: Why are you adding them?

MR. HILDRETH: They just want, they got that space available to them, they want to utilize it.

MR. PETRO: Mark, there's not any problem with the square footage related to the parking spaces?

MR. EDSALL: No. Just stepping back a moment to the bulk requirements, one thing that we do have to recognize as Bill indicated is that these buildings all are in place and the original warehouse use was in place and then the zoning changed to C so they are really not proposing any construction that would be directed closer to any property lines so really we have no zoning problems.

MR. PETRO: What about lighting back in that corner?

MR. HILDRETH: We have, if you will look, light pole is symbolized by, it's noted right in the middle of the site towards the north and there's, that is the only place it's noted. You have to look for the symbol. There's two right there. They've got one, two over here. I don't see any in the corners. Is there anything I missed in that northwest corner, additional site lights?

MR. MARTINE: Yes, straight down the fence line to the right.

MR. HILDRETH: All the way in the corner?

MR. MILLER: Not all the way in the corner.

MR. HILDRETH: I've got one in the middle of the site. There's building mounted lights, however, and I've shown those on the building and there's one, a site light right at the corner of the westerly warehouse.

MR. PETRO: Let's just back up for a minute. Mark, you said that was an empty warehouse building now it's a rental, car rental.

MR. EDSALL: It was a warehouse building under the OLI warehouse classification, under the OLI and since changed to C, and that is now they are coming in to ask for these two additional uses by their proposal is not resulting in any construction closer to any property lines so any bulk requirements in that regard really are not affected.

MR. SCHIEFER: Bill, let me straighten something out here, Park and Fly is currently being done by Arnoff and you want approval on that?

MR. HILDRETH: No, it's being run by Thrifty people, am I correct? They run the operation?

MR. MARTINE: Yes.

MR. SCHIEFER: And then you want to add Thrifty Car Rental?

MR. HILDRETH: That is already there so that the Thrifty people run the car rental and the parking space rental for airport passengers, that business. These buildings are the moving and storage operation.

MR. SCHIEFER: That is the old Liner Stewart operation.

MR. PETRO: There's a fence around this property?

MR. HILDRETH: Correct.

MR. PETRO: What's the height of the fence?

MR. HILDRETH: 6 foot, it's standard chain link.

MR. LANDER: They are in for that, Mr. Chairman. We gave them approval to put the fence up and one the fence was up, then it became a park and ride and that is the reason I question whether or not this business and when that permit from the state was gotten, the fence went up all of a sudden we got a park and ride.

MR. PETRO: We're thinking on the same line.

MR. LANDER: There's going to be a lot more involved here than what I see here on this print.

MR. BABCOCK: They aksed for the fence for security purposes.

MR. LANDER: They've asked security purposes then it was a park and ride. They didn't come here as a park and ride.

MR. BABCOCK: That is correct.

MR. LANDER: They were trying to protect the windshields and windows of the trucks.

MR. BABCOCK: That is correct.

MR. LANDER: Then all of a sudden, I drive passed and here's a park and ride sign.

MR. PETRO: Park and ride is a permitted use in this zone at this point.

MR. BABCOCK: That is correct, under A4.

MR. PETRO: Being the park and ride is in the building that is what I want to clear up now. Does it change the bulk tables? Is there anything that we need to address at this time, being they are before the board?

MR. EDSALL: Well, one comment which again this is their first meeting but should you move forward towards approval once one item which Bill should reflect on the plan is the fact that the fence in the rear has got to be relocated to accomplish what they want.

MR. PETRO: Say that again.

MR. EDSALL: Northwest corner of the property has a fence which must be relocated to accomplish the parking that they are showing as an expansion and they should acknowledge that and we should also ask that they correct the encroachment of the fence down on the southeast corner where it goes on to the adjoining property. I think that would be one is necessary and

the other one is just good practice.

MR. HILDRETH: Yes, this expansion would include and was intended to include moving the fence as well.

MR. EDSALL: In answer to your second question about the bulk, again bulk looks at use and then building setbacks, again the buildings are not moving and the addition is interior to the layout so it doesn't affect the bulk.

MR. PETRO: Okay, I don't want to keep pushing this any further but let's forget the bulk tables, get back to the Planning Board procedure. Where is the handicapped parking for these buildings?

MR. HILDRETH: Right out in front or just to the right of the Thrifty Car Rental office.

MR. PETRO: That is all that is required for the square footage of the building, Mark?

MR. EDSALL: Excuse me?

MR. PETRO: One handicapped space is all that is required for 11,200 square foot building?

MR. EDSALL: Again, what we're looking at is that parking relative to the non-public park and fly use we have in the past determined that those areas number one are gravel, so they really don't comply with handicapped accessibility requirements. But they are not intended for general public to pull their car in and park it. They are for internal use of the business to bring the cars there and store them. The truck parking in the other areas, handicapped parking doesn't really apply so we're getting down to a very restricted number of spaces which are public spaces. That is why you have a limited number of handicapped spaces.

MR. BABCOCK: I think we have to look at that.

MR. PETRO: More to the point, we never saw the Arnoff Park and Ride building plan before this board, okay. I don't think we have necessarily a problem with it being

it's here. I want to examine it. Do you see any reason at this time that this plan cannot go for parking now that that does exist in that building and just look at the other proposed expansion and the other minor problems?

MR. BABCOCK: We're going to to have look at the handicapped parking.

MR. EDSALL: This is the first time before the board, this is a concept review. We're looking more for the board's basic input and we can follow-up on the handicapped parking as far as how many spaces would be required.

MR. SCHIEFER: Conceptually, I have no problem with it. But I think Mark has got to look because I kind of agree with you, you know, a single handicapped parking space in that entire thing may be, well, I think Mark can look into that for us.

MR. PETRO: Carl, there's none on the 15,000 building.

MR. SCHIEFER: No, there's one in that whole layout that I see for everything for the warehouse's park and ride.

MR. PETRO: I'm sure it's not a problem, they can designate some area.

MR. LANDER: I have no problem with it, Mr. Chairman, other than it was there without approval.

MR. BABCOCK: Mr. Chairman, what we'll do is basically they've added 420 square feet of office space for the Thrifty Car Rental office which requires two additional spaces. So what we'll have to do is look at the spaces that are being used by the public and then determine how many handicapped spaces from them. I don't think it would be fair to determine the amount of handicapped spaces by the entire lot. We can do that.

MR. PETRO: Whatever you come up with.

MR. SCHIEFER: Who drives the cars into the shale

parking lot?

MR. HILDRETH: People pull in, everything takes place right here.

MR. SCHIEFER: Then the attendants do it?

MR. HILDRETH: Then they park the cars, yes.

MR. PETRO: So I think Mike and Mark can take care of that. Ron, the parking problems, do you see anything else?

MR. SCHIEFER: I make a motion New Windsor Planning Board take lead agency on the Arnoff Stewart Liner site plan.

MR. LANDER: Second it.

MR. PETRO: Motion has been made and seconded to declare itself lead agency for the Arnoff Stewart Liner Corporation site plan. Any further discussion from the board members? If not, roll call.

ROLL CALL

MR. SCHIEFER	AYE
MR. LANDER	AYE
MR. PETRO	AYE

MR. PETRO: We have fire approval on 9/9/94 and highway approval on 9/9/94.

MR. SCHIEFER: Public hearing.

MR. PETRO: Negative dec, also.

MR. SCHIEFER: What do you think on the public hearing?

MR. LANDER: Bill, where does this runoff go from these parking lots? I know it's a shale gravel parking bank. We do have the water supply right along close to the road from this. Does this go back towards Wall Mart or does it come across underneath the road?

MR. HILDRETH: It doesn't go back towards Wall Mart. There are non-drainage structures on the site, the site is relatively flat, there are no major changes in grade. Because there's no drainage structures and I observed no gullies or anything like that, I would suspect that everything sheets, the southwest corner, I believe is the lowest corner. Part of the parking lot is paved. Part of it is shale and gravel and then the area between Liner Road and edge of pavement is grassy slope. I think everything just sheets right off. I notice when I was out there recently following the new construction for the shopping mall off of this property, east of the property is considerably lower and you can see some water sitting in there. So I don't know if that is coming from underground or over land or what.

MR. LANDER: All I was concerned with is that there's cars might be long term leaking oil or whatever on this parking area and where this water will end up.

MR. HILDRETH: It's gravel, I think it would stay right there. There's no drainage structures.

MR. LANDER: Or into the ground, okay.

MR. SCHIEFER: The reason I bring up the public hearing is we were really asked to approve park and fly now does that require a public hearing in our opinion? That is all I'm asking. We're going through this as if we know it's there but they want approval. Do we want a public hearing?

MR. PETRO: What are the adjacent properties?

MR. HILDRETH: To the north and to the east is the shopping mall, whatever that is, Wall Mart. And you have one owner to the west Roscino and Talbot that is a 6 acre piece of property.

MR. SCHIEFER: Is there anything on that?

MR. LANDER: Is there a residence on those pieces?

MR. MILLER: It's not occupied and currently for sale.

(Whereupon, Mr. Van Leeuwen entered the room.)

MR. PETRO: It's a permitted use in the zone, it's permitted there. We determined that. So I think the building department can handle it. What Ron just wanted it to be known get some things straightened out with handicapped parking, drainage and stuff like that. Right now, we're on the public hearing.

MR. SCHIEFER: Should we have a public hearing? My only question is suddenly a park and ride appears. There is, as if we were asking, can they put in a park and ride? Will we ask for a public hearing?

MR. VAN LEEUWEN: Well, we made Mr. Manns have a public hearing. I would ask the same thing in this case. You can't do for one and not the other.

MR. PETRO: But this application really it's here. You see the rear of the lot, it's proposed, show Henry on the back of the proposed expansion, that is why we're here.

MR. VAN LEEUWEN: I know the property.

MR. SCHIEFER: They are going to move this fence back there. They want to increase the size of the park and ride establishment. This is run by Thrifty now. They want to add this but basically they've put this in, there's been no approval for the park and ride and because there's no approval, I bring up the issue of public hearing, should we have a public hearing because if we approve this, although it's pre-existing, we're giving permission to put it in there.

MR. PETRO: Thrifty is there also a car rental?

MR. HILDRETH: It's a car rental operation.

MR. LANDER: I think we're going to need a public hearing.

MR. VAN LEEUWEN: I think we should poll the board.



MR. PETRO: Ron's already said he's a firm believer.

MR. HILDRETH: Public hearing adjoiners and across the street or radius?

MR. BABCOCK: Just adjoining.

MR. HILDRETH: You're talking about two people.

MR. BABCOCK: Adjoining and across the street, you'd have the City of Newburgh.

MR. HILDRETH: City of Newburgh Water Supply, the shopping mall and it's a vacant piece of property.

MR. SCHIEFER: That might be interesting, City of Newburgh Water Supply.

MR. LANDER: I think they should be sent a copy of the plan.

MR. PETRO: They also might want to know why it's been there for two years and they are getting a plan now.

MR. VAN LEEUWEN: I wouldn't mention that. I would just send them a copy of the plan. If they don't act in 30 days, it's our prerogative but I hate to make them go through public hearing but we made one do it.

MR. PETRO: You see what has happened here, obviously the applicant, you're here for a very very minor--

MR. LANDER: He's here for a couple things, that plus the approval.

MR. HILDRETH: We're lumping everything together. We know we need approvals.

MR. PETRO: That is what happened. Now everything else has surfaced.

MR. HILDRETH: We need approvals for park and ride, Thrifty Car Rental and they also want to expand the parking lot. So that has been made part of the package.

MR. SCHIEFER: The only reason I want public hearing is because of the park and ride, not because of the expansion and Thrifty but City of Newburgh is sitting there, water supply.

MR. PETRO: Motion has been made for public hearing.

MR. LANDER: So moved.

MR. VAN LEEUWEN: Second it.

MR. PETRO: Motion has been made to hold a public hearing for Arnoff Stewart Liner site plan on Union Avenue. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. SCHIEFER	AYE
MR. LANDER	AYE
MR. PETRO	AYE
MR. VAN LEEUWEN	AYE

MR. SCHIEFER: I'd like to make the comment I sure hope they have no objection but I think we have to go to them.

MR. LANDER: Absolutely.

MR. PETRO: At the time of the public hearing, we'll do negative dec. We're not sure, let's get the public in here.

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 10/31/94

PAGE: 1

LISTING OF PLANNING BOARD FEES  
ESCROW

FOR PROJECT NUMBER: 94-26

NAME: ARNOFF STEWART LINER TRANSPORTATION CORP.

APPLICANT: ARNOFF STEWART LINER TRANSP. CORP.

--DATE--	DESCRIPTION-----	TRANS	AMT-CHG	AMT-PAID	BAL-DUE
09/07/94	S.P. MIN. CK3768	PAID		750.00	
09/14/94	P.B. ATTY. FEE	CHG	35.00		
09/14/94	P.B. MINUTES	CHG	58.50		
10/12/94	P.B. ATTY. FEE	CHG	35.00		
10/12/94	P.B. MINUTES	CHG	36.00		
10/14/94	P.B. ENGINEER FEE	CHG	144.00		
10/31/94	RET. TO APPLICANT	CHG	441.50		
	TOTAL:		750.00	750.00	0.00

*Please issue a check in  
the amount of \$441.50 to:*

*Stewart Liner Transportation Corp.  
682 Dutchess Tpk.  
Poughkeepsie, N.Y. 12603*

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 10/31/94

PAGE: 1

LISTING OF PLANNING BOARD ACTIONS

STAGE:

STATUS [Open, Withd]  
A [Disap, Appr]

FOR PROJECT NUMBER: 94-26

NAME: ARNOFF STEWART LINER TRANSPORTATION CORP.  
APPLICANT: ARNOFF STEWART LINER TRANSP. CORP.

--DATE--	MEETING-PURPOSE-----	ACTION-TAKEN-----
10/26/94	PLANS STAMPED	APPROVED
10/12/94	P.B. APPEARANCE - PUBLIC HEAR	ND - APPROVED
09/14/94	P.B. APPEARANCE	LA: NEED P.H.
09/07/94	WORK SESSION APPEARANCE	SUBMIT
05/18/94	WORK SESSION APPEARANCE	REVISE-RET. TO W.S.

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 10/12/94

PAGE: 1

LISTING OF PLANNING BOARD AGENCY APPROVALS

FOR PROJECT NUMBER: 94-26

NAME: ARNOFF STEWART LINER TRANSPORTATION CORP.

APPLICANT: ARNOFF STEWART LINER TRANSP. CORP.

	DATE-SENT	AGENCY-----	DATE-RECD	RESPONSE-----
ORIG	09/07/94	MUNICIPAL HIGHWAY	09/09/94	APPROVED
ORIG	09/07/94	MUNICIPAL WATER	09/09/94	APPROVED
ORIG	09/07/94	MUNICIPAL SEWER	/ /	
ORIG	09/07/94	MUNICIPAL FIRE	09/09/94	APPROVED
ORIG	09/07/94		/ /	
ORIG	09/07/94		/ /	
ORIG	09/29/94	TOWN OF NEWBURGH	10/03/94	NO OBJECTION
ORIG	09/29/94	CITY OF NEWBURGH	/ /	

SITE PLAN FEES - TOWN OF NEW WINDSOR

APPLICATION FEE:.....\$ 100.00 ~~150.00~~ *PJ*

\*\*\*\*\*

ESCROW:

SITE PLANS (\$750.00 - \$2,000.00).....\$ X

MULTI-FAMILY SITE PLANS:

\_\_\_\_\_ UNITS @ \$100.00 PER UNIT (UP TO 40 UNITS).....\$ X

\_\_\_\_\_ UNITS @ \$25.00 PER UNIT (AFTER 40 UNITS).....\$ X

TOTAL ESCROW PAID:.....\$ X

\*\*\*\*\*

PLAN REVIEW FEE: (EXCEPT MULTI-FAMILY) \$ 100.00 *(1)*

PLAN REVIEW FEE (MULTI-FAMILY): A. ~~\$150.00~~  
PLUS \$25.00/UNIT B. \_\_\_\_\_

TOTAL OF A & B: \$ \_\_\_\_\_

RECREATION FEE: (MULTI-FAMILY)

\$1,000.00 PER UNIT

\_\_\_\_\_ @ \$1,000.00 EA. EQUALS: \$ X  
NUMBER OF UNITS

SITE IMPROVEMENT COST ESTIMATE: \$ 11,943.00

A. ~~4% OF FIRST \$50,000.00~~ A. \_\_\_\_\_  
B. ~~2% OF REMAINDER~~ B. 238.86

TOTAL OF A & B: \$ 238.86 *(2)*

TOTAL ESCROW PAID:.....\$ \_\_\_\_\_

TO BE DEDUCTED FROM ESCROW: \_\_\_\_\_

RETURN TO APPLICANT: \$ \_\_\_\_\_

ADDITIONAL DUE: \$ \_\_\_\_\_



**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

- ☐ **Main Office**  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640
- ☐ **Branch Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765

14 October 1994

**MEMORANDUM**

**TO:** Myra Mason, Planning Board Secretary

**FROM:** Mark J. Edsall, P.E., Planning Board Engineer

**SUBJECT:** ARNOFF SITE PLAN  
NEW WINDSOR PLANNING BOARD NO. 94-26

I have received a Cost Estimate for the site improvements at the subject project. A copy of this Site Improvement Estimate is attached hereto.

Please be advised that it is my opinion that the Cost Estimate, as submitted, is acceptable.

Please contact me if you have any questions concerning the above.

Respectfully submitted,



Mark J. Edsall, P.E.  
Planning Board Engineer

MJEmk

A:10-14-2E.mk

**& Grevas**  
**Hildreth, P.C.**  
 LAND SURVEYORS  
 53 QUASSACK AVENUE, NEW WINDSOR, NEW YORK 12553  
 TELEPHONE (514) 542-8967

LAND SURVEYS  
 SUBDIVISIONS  
 SITE PLANNING  
 LOCATION SURVEYS

**TOWN OF NEW WINDSOR PLANNING BOARD  
 SITE PLAN IMPROVEMENT ESTIMATE  
 ARNOFF STEWART LINER**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Paving	662 S.Y.	\$10.00 S.Y.	\$6,620.00
Shale	415 S.Y.	\$ 5.00 S.Y.	\$2,075.00
Chain Link Fence:			
(new)	50 L.F.	\$10.00 L.F.	\$ 500.00
(re-located)	500 L.F.	\$ 5.00 L.F.	\$2,500.00
Handicap Signs and Striping	2	\$100.00 ea.	\$ 200.00
Parking Lot Striping (7 spaces total)	120 L.F.	.40¢ L.F.	\$ 48.00
<b>TOTAL:</b>			<b>\$11,943.00</b>

~~4% Inspection Fee = \$477.72~~

2%



NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION

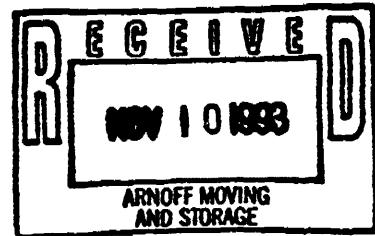
1035 First Street  
Stewart International Airport  
New Windsor, New York 12553  
(914) 564-2100  
(914) 564-1325 Fax



*PLANNING BOARD COPY*

November 10, 1993

Mr. Richard Arnoff  
President  
Arnoff Park-to-Fly  
682 Dutchess Turnpike  
Poughkeepsie, NY 12603



Dear Mr. Arnoff:

I am enclosing for your review four copies of the Commercial Operating Permit covering the Arnoff Park-to-Fly operation at the Stewart International Airport.

This Permit reflects the changes as discussed at our recent meeting. For example, the effective date is December 1, 1993. The \$25 monthly fee is to be applied to the average daily parked cars based on a count at or about noontime each day. The first fee payment, based on the December 1993 activity level, is due and payable in January 1994.

To proceed, please insert your Federal Identification Number and check that the shuttle vehicles are correctly described on Schedule B. Following your execution, please return three copies together with your Certificate of Insurance, to Airport Manager Ken Noe. A fully executed duplicate original will then be provided for your records.

Sincerely,

STEWART INTERNATIONAL AIRPORT

*James P. McGuinness*  
James P. McGuinness  
Airport Director

JPM:gmb

Encls.

cc: Mr. Anthony Martine  
Mr. Kenneth Noe  
Mr. Paul Post

**Distribution:**

**Permittee  
LAT-SWF  
NYSDOT-SWF  
NYSDOT-ALB  
ACA**

**COMMERCIAL OPERATING PERMIT  
STEWART INTERNATIONAL AIRPORT**

<b>Name of Permittee:</b>	<b>ARNOFF PARK-TO-FLY</b>
<b>Contact Name:</b>	<b>Richard Arnoff</b>
<b>Address:</b>	<b>682 Dutchess Tpke.</b>
	<b>Poughkeepsie, NY 12603</b>
<b>Telephone No.</b>	<b>(914) 454-1000</b>
<b>Authorized Sticker:</b>	
<b>Federal ID Number:</b>	

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**COMMERCIAL OPERATING PERMIT**  
**STEWART INTERNATIONAL AIRPORT**

By this Permit, between the New York State Department of Transportation, hereinafter the "Department", with Lockheed Air Terminal of New York, Inc. acting as its Contractor, and ARNOFF PARK-TO-FLY, INC., hereinafter, "Permittee", having offices at 682 Dutchess Tpke., Poughkeepsie, NY 12603, Permittee is authorized to perform the services set forth in Article 1 hereof at Stewart International Airport, hereinafter, the "Airport" in consideration of the payment of fees set forth in Article 4 hereof and compliance with Airport Rules and Regulations and the terms and conditions of this Permit. Permittee's Federal Identification Number is 14-1738793.

**1. Services Authorized to Be Performed**

- a) Permittee is authorized to provide the following commercial services (hereinafter, "Services") at the Airport:
  - ◀ Operation of an Off-Airport Parking Facility and transportation of its patrons to and from Stewart International Airport.
  
- b) In consideration of the granting of this Permit by the Department, the Permittee agrees that it shall:
  - ◀ conduct its business and render its Services in a professional manner consistent with industry standards and sound business practices; and
  - ◀ assure that all its employees are properly licensed in the performance of their duties as required by law.

2. Vehicles Utilized

Vehicles to be utilized (if any) by the Permittee for the conduct of its Services are listed in Schedule B which is attached hereto and made a part hereof. Schedule B contains both the vehicles normally used by the Permittee in the provision of Services as well as those anticipated to be used by the Permittee on a substitute basis.

3. Location for the Performance of Services

The Department, for reasons of public safety and consistent with its responsibility for the safe and efficient operation of the Airport, shall in its sole discretion designate and/or approve the location on the Airport from which Permittee may provide its Services. The courtesy vehicle pick-up location designated and approved for the provision of Services under this Permit is illustrated on Exhibit A which is attached hereto and made a part hereof. Drop-off of patrons may take place at a convenient, available position at the Terminal curb.

4. Concession Fees

For purposes of the calculation and payment of the Concession Fee, this permit shall be effective December 1, 1993. For the privilege of conducting the off-airport parking concession operations hereunder, the Permittee shall pay to the Department, a Monthly Fee as set forth:

- 4.1 The Monthly Fee shall be calculated at the end of each month based on the average number of parking spaces filled. This average shall be computed as the number of filled spaces as counted at noon each day divided by the number of days in the month. This "daily average" shall be multiplied by \$25. to produce the applicable Monthly Fee.

As an example, if the daily average is 50 parked cars, this base number of 50 times the \$25 monthly base fee produces a Monthly Fee of \$1250.00.

- 4.2 Permittee shall maintain financial and operating records, supported by serially numbered parking tickets, necessary to document its daily activity count of parked cars associated with its activities at Stewart International Airport. All such records shall be subject to inspection and audit by the Department, its contractor or consultant auditor, at all reasonable times. Within five (5) days of the end of each month, Permittee shall submit to the Department a complete report of its daily parking activity and shall pay the applicable Basic Monthly Fee for the immediate past month.
- 4.3 Payment for all fees shall be paid within five (5) days of the end of each month, by check or money order payable to the order of "New York State Department of Transportation", and shall be mailed or personally delivered to the New York State Department of Transportation, c/o Lockheed Air Terminal of New York, Inc., Stewart International

Airport, 1035 First Street - Building 138, New Windsor, New York, 12553, Attention: Financial Officer.

- 4.4 Except as otherwise expressly provided herein, it is the intention of the Department and the Permittee that the Monthly Fee herein specified shall be net to the Department and that all costs, expenses and obligations of every kind relating to the Parking Facilities which may arise or become due during the term shall be paid by the Permittee and the Permittee shall indemnify the Department against such costs, expenses and obligations. The Fee shall be paid to the Department without notice or demand and without abatement, deduction or set-off, such that discounted and/or promotional parking shall be included in the daily activity count. For purposes of the daily count of parked cars, the count shall be made at the noon each day. (+/-12:01 p.m.)

Without limiting the Department's right pursuant to this section, Permittee, at its sole cost and expense, shall submit to the Department, no later than forty-five (45) days following the conclusion of each year of the term hereof, an audited statement of operations and financial results for such year. Within sixty (60) days of the submission of such audited statement, the Concessionaire shall make available to the Department copies of all its Financial Records relating to its operations for such audited year as reasonably requested by the Department. The audited statement referred to in this section shall be prepared by a reputable certified public accountant or a licensed public accountant.

- 4.5 In accordance with the provisions of Chapter 55 of the New York State Laws of 1992, Section 18 of the State Finance Law, if any payments shall not be made within thirty (30) days of Permittee's receipt of an invoice therefor, Permittee shall pay a late payment charge equivalent to interest on the outstanding balance accruing from the date of Permittee's receipt of an invoice and calculated at the underpayment rate set by the New York State Commissioner of Taxation and Finance, or ten dollars (\$10), whichever is greater. Permittee shall be deemed to have received an invoice five (5) days following the date of such invoice. In addition to the late payment charge, the application of Chapter 55 provisions may also include, but is not limited to, a collection charge of 22%.

5. Term

The term of this Permit shall be for a period of one year and one month, commencing December 1, 1993 and terminating December 31, 1994.

The Department may terminate this Permit on twenty-four hours notice if the Permittee fails to honor the terms and conditions hereof including, but not limited to, the obligations to pay fees and render services hereunder. If the Permittee violates the Airport Rules and Regulations, the Department at its sole discretion, shall have the right to immediately terminate this Permit and Permittee hereby consents that it will, upon such termination, immediately cease and desist from performing any further Services at the Airport.

6. **Assignment and Sale**

Permittee agrees that it will not sell, convey, transfer, pledge, or assign this Permit or any part hereof or any rights created hereby. Any attempted sale, conveyance, transfer, pledge or assignment of this Permit, or any rights of Permittee hereunder, shall be null and void, and shall be a material breach hereof and this Permit shall immediately and automatically terminate at the time Permittee sells, conveys, transfers, pledges or assigns this Permit.

7. **Valid Agreement for Airport Space**

- a) As a condition to Permittee providing the Services authorized herein, Permittee shall:
  - 1) if occupying space rented from the Department, possess a current and valid agreement for the use of that space, or
  - 2) if occupying space rented through a Lessee of the Department, obtain from said Lessee a current and valid sublease and submit a duly executed original of said sublease to the Department, for its approval.
- b) If Permittee's use of the space does not, in the Department's opinion, require a sublease, then written permission from the Department or its Lessee allowing the Permittee to utilize its Location for the provision of Services shall be sufficient.
- c) The absence of a valid sublease or written permission as noted above shall automatically and immediately terminate all of Permittee's rights under this Permit and Permittee agrees it will immediately cease and desist from the rendering of Services at the Airport.

8. **No Interest in Real Property**

Permittee agrees that this Permit constitutes merely a right to provide Services at the Airport and does not create or convey any interest in real property to Permittee.

9. **Personal Conduct**

- a) The operations of the Permittee, its employees, invitees and those doing business with it, shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport.
- b) If directed by the Department, the Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification.

10. Repairs to Department Property

The Permittee shall promptly repair or replace all property of the Department damaged by the operations of the Permittee to the satisfaction of the Department. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Department except with the prior written approval of the Department.

11. Liabilities and Indemnities

- a) The Department shall not in any way be liable for any cost, liability, damage or injury including cost of suit and reasonable expenses of legal service, claimed or recovered by any person whomsoever, occurring on the Airport, or as a result of any operations, works, acts or omissions performed on the Airport, by the Permittee, its agents, employees, contractors, guests or invitees.
- b) The Permittee agrees to indemnify, save and hold harmless, the Department its officers, agents, servants and employees from any and all costs, liability, damage and expense, including costs of suit and reasonable expenses of legal services, claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by a person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Department personnel and Department property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Permittee, its agents, employees, contractors, guests or invitees.

In any case in which such indemnification would violate Sections 5-321.1 and 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Department, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department, its officers, employees or agents. Upon the filing with the Department by anyone of a claim for damages arising out of incidents for which the Permittee herein agrees to indemnify and hold the Department harmless, the Department shall notify the Permittee of such claim and in the event that the Permittee does not settle or compromise such claim, then the Permittee shall undertake the legal defense of such claim both on behalf of the Permittee and the Department. It is specifically agreed, however, that the Department at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Department for any cause for which the Permittee is liable hereunder shall be conclusive against the Permittee as to liability and amount upon the expiration of the time for appeal.



- c) In addition to the Permittee's undertaking, as stated in this Article, and as a means of further protecting the Department, its officers, agents, servants and employees, the Permittee shall at all times during the term of this Permit obtain and maintain in effect Public Liability and Automobile Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, the Permittee agrees to require its contractors doing work on the Airport to carry adequate insurance coverage, and if the Permittee so desires, it may accomplish same by an endorsement to the Permittee's policies to include such persons or parties as additional named insureds.
- d) The Permittee shall review its coverage annually and increase the minimum liability insurance set forth in Schedule A to a reasonable threshold when, in the Permittee's opinion, the risks attendant to the Permittee's operations hereunder have increased. The Department shall never be liable for any shortfall in the Permittee's coverage.
- e) Permittee shall deliver to the Department contemporaneous with the execution of this Permit, a Certificate of Insurance for each of the insurance policies referred to above. Each such Certificate shall be marked "premium paid" and contain an endorsement that it cannot be cancelled or materially changed unless the Department is given at least thirty (30) days prior written notice and shall name both the Department and its Contractors, Lockheed Air Terminal of New York, Inc. and Airport Corporation of America, and their officers, employees and representatives, as additional insureds. Permittee shall obtain renewals of such policies at least 30 days prior to the expiration thereof and promptly deliver to the Department Certificates for such renewal policies.
- f) The Permittee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its performance of Services under or in any way connected with this Permit. The Permittee agrees to save and hold the Department, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of the Permittee or in anyway connected with this Permit.

12. Airport Rules and Regulations and Compliance

- a) Airport Rules and Regulations. From time to time the Department may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. The Permittee agrees to observe and obey any and all such rules and regulations and all other applicable Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same.

- b) Access. The Department reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws.
- c) Licenses, Certificates and Permits. Permittee shall obtain all licenses, certificates, permits or other authorization from all governmental authorities having jurisdiction over the Permittee's activities at the Airport and provide copies thereof to the Department. Permittee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on any of its property or in connection with the provision of Services at the Airport.

13. Signs and Antennae

Permittee shall not post, install, erect or operate any sign, placard, poster, antenna or other device on any part of the Airport without the prior written permission of the Department. Such signs and devices, as may from time to time be permitted by the Department, shall be made, posted, maintained, and removed at Permittee's own cost and expense. The Department shall have the right to remove unauthorized signs and devices at Permittee's expense.

14. Nondiscrimination

- a) Permittee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (i) no person shall be excluded from participation in regard to the Services to be performed, denied the benefits of these Services, or be otherwise subjected to discrimination on the grounds of race, color or national origin, (ii) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the furnishing of Services, on the grounds of race, color or national origin, (iii) Permittee shall be in compliance with all other requirements imposed by or pursuant to title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
- b) Permittee shall furnish its Services at a fair, reasonable and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and unjustly discriminatory prices for each unit of Service, provided however, that Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

- c) Noncompliance with subparagraphs a) or b) above shall constitute a material breach hereof, and, in the event of such noncompliance, (i) the Department shall have the right to terminate this Permit without liability therefore, or (ii) either Permittee or the United States shall have the right to judicially enforce subparagraphs a) or b).
- d) Permittee covenants that it shall furnish to the United States Government, or the Department, whichever is required, any and all documents, reports and records; including but not limited to any affirmative action plan, Form EEO-1, the submission of which are required by 14 CFR Part 152, Subpart E.
- e) The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered sub-organizations provide assurance to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

15. Rights Non-Exclusive

Permittee hereby acknowledges that all operating rights and privileges granted hereunder are non-exclusive and the Department reserves the right to authorize others to perform the same or similar services at its sole discretion.

16. Notices

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is personally delivered or deposited in the United States Mail, registered or certified mail, return receipt requested, addressed to the recipient, at the address set forth below:

To the Department:      Airport Director  
                                 Stewart International Airport  
                                 1035 First Street  
                                 New Windsor, NY 12553

To Permittee:

Arnoff Park-to-Fly  
Attn: Richard Arnoff  
682 Dutchess Tpke.  
Poughkeepsie, NY 12603

17. Subordination

This Permit is subject and subordinate to all laws, deeds and existing liens, encumbrances and agreements which may now or hereafter affect the title to or right to use of the space from which Permittee provides its Services and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Permittee shall execute promptly any certificate requested by the Department.

18. Integration

No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth herein.

All additions, changes or deletions herein were made prior to execution by either party, except that additions, changes or deletions made after execution by one party and before execution by the other shall be marginally initialed by both parties.

19. Severability

The provisions of this Permit are severable and it is the intention of the parties hereto that if this Permit cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of the Permit shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

20. Headings

The headings of the several Articles and paragraphs of this Permit are inserted only as a matter of convenience, and they in no way define, limit or describe the scope or intent of any provision of this Permit, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**21.**

Upon the expiration or termination of this Permit, Permittee shall immediately cease performing all its services and related activities at the Airport. Further, Permittee shall remove all signs, material equipment, supplies and any other possessions and paraphernalia used or owned by Permittee within five (5) days of the expiration, or earlier termination, of this Permit and restore the location for the provision of Permittee's Services to its original condition. Upon Permittee's failure to remove as provided herein, Permittee hereby grants permission to the Department for it to remove Permittee's possessions and those of others used by the Permittee, and Permittee agrees to pay all of the Department's costs associated therewith.

**22.**

It is mutually agreed by and between the Department and Permittee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Permit, the relationship of Permittee and the Department, and Permittee's use of the Airport. It is further mutually agreed that in the event the Department commences any summary proceeding for non-payment of fees, Permittee will not interpose any counterclaim whatsoever in any such proceeding.

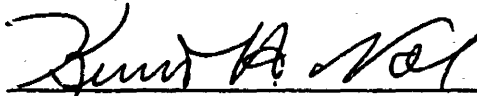
**23.**

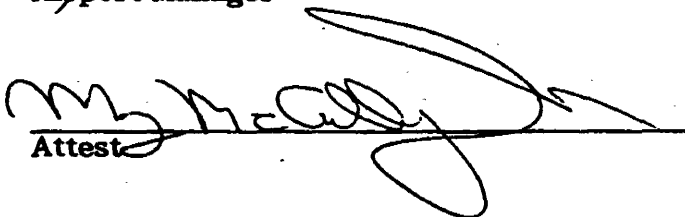
**This Permit shall be governed and construed in accordance with the laws of the State of New York.**

[illegible]

IN WITNESS WHEREOF, the parties hereto have signed this Commercial Operating Permit as of the day and year first above written.

**LOCKHEED AIR TERMINAL OF NEW YORK, INC.**

  
\_\_\_\_\_  
Airport Manager

  
\_\_\_\_\_  
Attest

**PERMITTEE: ARNOFF PARK-TO-FLY**

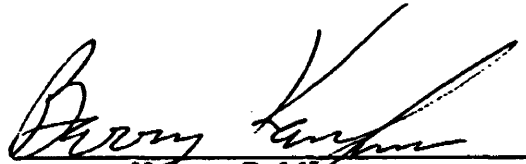
  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Attest

- ACKNOWLEDGEMENT -

STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF ORANGE    )

On the 28<sup>th</sup> day of February, 1994, before me personally came  
Ronald T. Anderson, the PERMITTEE, to me known to be the individual  
described in and who executed the foregoing instrument and he did duly  
acknowledge to me that he executed the same.

  
\_\_\_\_\_  
Notary Public

**BARRY KAUFMAN**  
Notary Public, State of New York  
Qualified in Dutchess County  
Commission Expires, Oct. 31, 1995

**INSURANCE**

The Permittee agrees to indemnify, save and hold harmless the Department (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, falsely, fraudulently or injury to, or death of, any person or persons, including any and all property, including Department property, arising from, or resulting from, any operations, works acts or omissions of Permittee, its agents, servants, employees, contractor, sub-permittees, etc. In any case in which such indemnification would violate Sections 5-321.1 or 5.322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the construed to indemnify the Department, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Department, its officers, employees or agents. Upon the filing with the Department by anyone of a claim for damages arising out of incidents for which the Permittee herein agrees to indemnify and hold the Department harmless, the Department shall notify the Permittee of such claim and in the event that the Permittee does not settle or compromise such claim, then the Permittee shall undertake the legal defense of such claim both on behalf of the Permittee and on behalf of the Department. It is specifically agreed, however, that the Department at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, rendered against the Department for any cause for which the Permittee is liable hereunder shall be conclusive against the Permittee as to liability and amount upon the expiration of the time for appeal. Permittee shall, at its own cost and expense, take out and maintain such insurance for the term of this Permit as the Permittee is required under the Workers' Compensation Act; and also take out and maintain such public liability as will protect the Permittee, the Department and its Airport Manager from any claims for damage to persons, property, etc., arising out of, occurring or caused by operations under this Permit by the Permittee or otherwise arising out of this Permit. The policy will provide the amounts of insurance specified in this Schedule A. Upon execution of this Permit, Certificates of Insurance in form acceptable to the Department and marked "premium paid" should be submitted to the Department.

Each certificate shall have endorsed thereon:

- ◀ A clause naming New York State, its Department of Transportation and its Contractors, Airport Corporation of America and Lockheed Air Terminal of New York, Inc., as additional insureds under the policies.
- ◀ No cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Manager, Stewart International Airport, 1035 First Street, Building 138, New Windsor, NY 12553.



Failure of Permittee to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Permittee from any liability under this Permit, nor shall the insurance requirements be construed to conflict with the obligations of Permittee concerning indemnification.

All required insurance must be in effect and so continue during the life of this Permit in not less than the following amounts:

- 1) Workers' Compensation Unlimited/Statutory: In compliance with the Compensation Law of the State of New York, if applicable.
- 2) General Liability Insurance with a maximum combined single limit of \$5 Million\* per occurrence. This insurance shall indicate on the certificate(s) of insurance, marked "premium paid", the following coverages:
  - ◄ Comprehensive General Liability
  - ◄ Personal Injury
- 3) Disability Benefits: The Permittee shall provide proof of compliance with the Disability Benefits Law, if applicable.
- 4) Auto Liability: \$1.5 Million \* per single limit or occurrence (owned, non-owned and hired).

Nothing herein contained shall prevent the Permittee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

\*Exceeds required limits per Limousine Policy Statement

SCHEDULE B

AUTHORIZED  
STICKER NO.

VEHICLE DESCRIPTION

0020	1988 Dodge Suburban	(License 92756L)
0022	1991 Chevrolet Van	(License 82848L)

## APPENDIX A

### STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$5,000 (\$27,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4)

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:**

**(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**

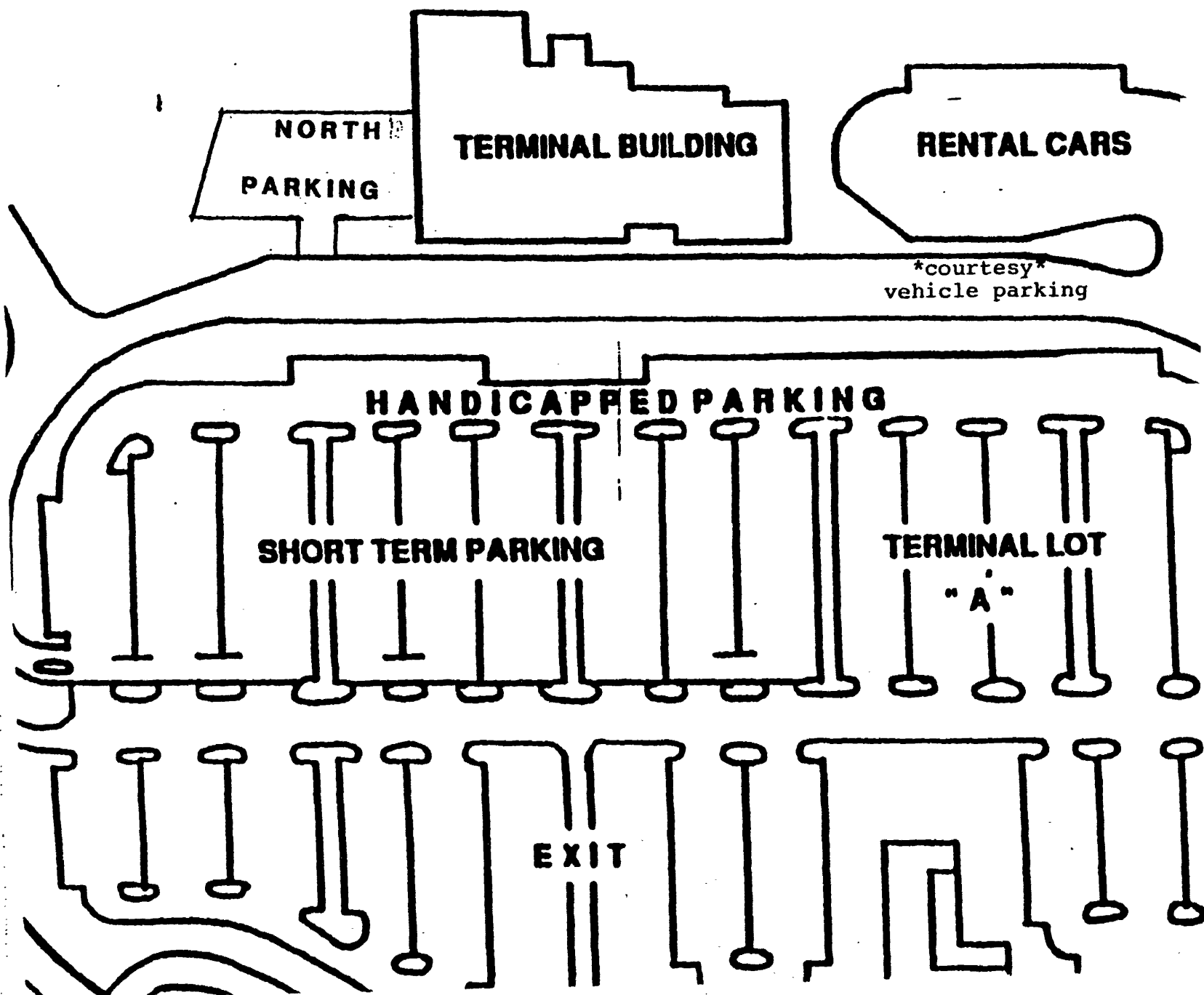
All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

EXHIBIT A





**McGOEY, HAUSER and EDSALL**  
**CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

- ☐ **Main Office**  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640
- ☐ **Branch Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765

**TOWN OF NEW WINDSOR  
PLANNING BOARD  
REVIEW COMMENTS**

**REVIEW NAME:** ARNOFF STEWART LINER CORP SITE PLAN  
(THRIFTY CAR RENTAL ADDITION)  
**PROJECT LOCATION:** UNION AVENUE AND LINER ROAD  
SECTION 4-BLOCK 1-LOTS 5.1 AND 5.2  
**PROJECT NUMBER:** 94-26  
**DATE:** 12 OCTOBER 1994  
**DESCRIPTION:** THE APPLICATION INVOLVES THE ADDITION OF A  
420 SQUARE FOOT CAR RENTAL OFFICE AT THE FRONT  
OF THE EASTERLY BUILDING. THE PLAN WAS  
PREVIOUSLY REVIEWED AT THE 14 SEPTEMBER 1994  
PLANNING BOARD MEETING, AND IS BEFORE THE BOARD  
FOR A PUBLIC HEARING AT THIS MEETING.

1. At the previous Planning Board meeting of 14 September 1994, the plan was reviewed and three (3) areas of concern were identified.

First, concern was raised as to the need to relocate the fence at the northwesterly corner of the property (to accommodate the parking lot expansion), and relocate the fence on the southeasterly corner to eliminate an encroachment. These items have been addressed on the new plan submitted.

With regard to the requirement for handicapped parking spaces, a total of twenty eight (28) "public" parking spaces are required. Additional spaces are being provided for the park and fly use and truck storage. Subject to confirmation from Town Building Inspector Michael Babcock, it would appear that the two (2) handicapped parking spaces shown are adequate.

The Board raised concern as to potential drainage impacts from the project. No additional information has been provided in this regard. The Board may wish to further discuss this matter.

**TOWN OF NEW WINDSOR  
PLANNING BOARD  
REVIEW COMMENTS  
PAGE 2**

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**PROJECT NUMBER:** 94-26  
**DATE:** 12 OCTOBER 1994

2. After the Board reviews this application further, and input is received from the public at the hearing at this meeting, I will be pleased to make further reviews of the project, as deemed necessary by the Planning Board.

Respectfully submitted



---

Mark J. Edsall, P.E.  
Planning Board Engineer

MJEmk

A:ARNOFF2.mk

"Public Hearing"

RESULTS OF P.B. MEETING

DATE: October 12, 1994

PROJECT NAME: Arnoff / Stewart Linn PROJECT NUMBER 94-26

\*\*\*\*\*

LEAD AGENCY:

\* NEGATIVE DEC:

M)    S)    VOTE: A    N   

\* M) ✓ S) ○ VOTE: A 4 N 0

CARRIED: YES    NO   

\* CARRIED: YES: ✓ NO   

\*\*\*\*\*

PUBLIC HEARING: M)    S)    VOTE: A    N   

WAIVED: YES    NO   

SEND TO OR. CO. PLANNING: M)    S)    VOTE: A    N    YES    NO   

SEND TO DEPT. OF TRANSPORT: M)    S)    VOTE: A    N    YES    NO   

DISAPP: REFER TO Z.B.A.: M)    S)    VOTE: A    N    YES    NO   

RETURN TO WORK SHOP: YES    NO   

APPROVAL:

M)    S)    VOTE: A    N    APPROVED:   

M) ✓ S) ○ VOTE: A 4 N 0 APPR. CONDITIONALLY: 10/12/94

NEED NEW PLANS: YES    NO   

DISCUSSION/APPROVAL CONDITIONS:   

~~Must be combined to one lot~~

No Public Present

P.H. Closed.

If split property is sold - may have to come back  
to the P.B. for site plan.

Fence to be relocated





**McGOEY, HAUSER and EDSALL**  
**CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
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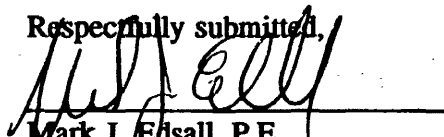
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2. After the Board reviews this application further, and input is received from the public at the hearing at this meeting, I will be pleased to make further reviews of the project, as deemed necessary by the Planning Board.

Respectfully submitted,



Mark J. Edsall, P.E.  
Planning Board Engineer

MJEmk

A:ARNOFF2.mk

# TOWN OF NEWBURGH

PLANNING BOARD  
132 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

---

(914) 564-7804

October 3, 1994

Town of New Windsor Planning Board  
555 Union Avenue  
New Windsor New York 12553

Attn: Mr. James R. Petro, Jr.

Re: Site Plan for Arnoff Stewart Liner  
Town of New Windsor

Dear Mr. Petro:

In furtherance to your letter of September 20, 1994 concerning the above captioned matter.

I have reviewed this proposed site plan with the Town of Newburgh's Engineer, James Osborne. We are of the same opinion, the only potential impact of concern is the issue of traffic.

Thank you for soliciting our input for a coordinated review and I remain .

Respectfully yours,



John P. Ewasutyn, Chairman  
Town of Newburgh Planning Board

JPE:naj

10/5/94 @



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

September 20, 1994

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

ATTENTION: MR. HAROLD J. PORR, III,  
CITY MANAGER

SUBJECT: SITE PLAN FOR ARNOFF STEWART LINER  
TOWN OF NEW WINDSOR, NY

Dear Mr. Porr:

Please find enclosed a proposed site plan for subject location which was submitted to the Town of New Windsor Planning Board for site plan approval.

In light of the fact that this property is within 500 feet of a City of Newburgh Water Supply, if you should have any concerns with regard to this proposal, please notify our office within 30 days.

Thank you for your anticipated cooperation in this matter and if you should have any questions in the interim, please contact our office.

Very truly yours,

James R. Petro, Jr.  
James R. Petro, Jr., Chairman

JRP:mlm



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

September 20, 1994

Town of Newburgh Planning Board  
132 Gardnertown Road  
Newburgh, NY 12550

ATTENTION: MR. JOHN EWASUTYN,  
CHAIRMAN

SUBJECT: SITE PLAN FOR ARNOFF STEWART LINER  
TOWN OF NEW WINDSOR, NY

Dear Mr. Ewasutyn:

Please find enclosed a proposed site plan for subject location which was submitted to the Town of New Windsor Planning Board for site plan approval.

In light of the fact that this property borders the Town of Newburgh, if you should have any concerns with regard to this proposal, please notify our office within 30 days.

Thank you for your anticipated cooperation in this matter and if you should have any questions in the interim, please contact our office.

Very truly yours,

James R. Petro, Jr.  
James R. Petro, Jr., Chairman

JRP:mlm

RESULTS OF P.B. MEETING

DATE: September 14, 1994

PROJECT NAME: Donoff Stewart Lixer PROJECT NUMBER 94-26

\*\*\*\*\*

LEAD AGENCY:

\* NEGATIVE DEC:

M) 5 S) 1 VOTE: A 3 N 0

\* M)    S)    VOTE: A    N   

CARRIED: YES    ☒ NO   

\* CARRIED: YES:    NO   

\*\*\*\*\*

PUBLIC HEARING: M) 1 S) 5 VOTE: A 3 N 0

WAIVED: YES    NO    ☒

SEND TO OR. CO. PLANNING: M)    S)    VOTE: A    N    YES    NO   

SEND TO DEPT. OF TRANSPORT: M)    S)    VOTE: A    N    YES    NO   

DISAPP: REFER TO Z.B.A.: M)    S)    VOTE: A    N    YES    NO   

RETURN TO WORK SHOP: YES    NO   

APPROVAL:

M)    S)    VOTE: A    N    APPROVED:   

M)    S)    VOTE: A    N    APPR. CONDITIONALLY:   

NEED NEW PLANS: YES    NO   

DISCUSSION/APPROVAL CONDITIONS:   

Need copy of Permit from Stewart for parking operators  
Use A-4 on bulk tables  
Fence in rear must be relocated  
Correct encroachment of fence  
Send copy of Plan to City of NewB.  
D.C. Planning

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the PLANNING BOARD of the TOWN OF NEW WINDSOR, County of Orange, State of New York will hold a PUBLIC HEARING at Town Hall, 555 Union Avenue, New Windsor, New York on

12 OCTOBER 1994 at 7:30 P.M. on the approval of the

~~proposed~~ SITE PLAN ~~(Subdivision of Lands)\*~~

~~(Site Plan)\*~~ OF ARNOFF STEWART LINER TRANSPORTATION CORP.

located ON THE NORTH SIDE OF LINER ROAD <sup>TAX MAP SEC 4</sup> ~~Block 1~~ <sup>LOTS 5.1, 5.2</sup>

Map of the (Subdivision of Lands)(Site Plan)\* is on file and may be inspected at the Planning Board Office, Town Hall, 555 Union Avenue, New Windsor, N.Y. prior to the Public Hearing.

Dated: 14 SEPTEMBER 1994

By Order of

TOWN OF NEW WINDSOR PLANNING BOARD

James R. Petro, Jr.

Chairman

---

PLANNING BOARD : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----X  
In the Matter of Application for Site Plan/~~Subdivision of~~

Arnoff Stewart Liver Site Plan

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

-----X  
STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF ORANGE )

MYRA L. MASON, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 350 Bethlehem Road, New Windsor, NY 12553.

On September 23, 1994, I compared the 9 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for Site Plan/Subdivision and I find that the addressees are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Myra L. Mason  
Myra L. Mason, Secretary for  
the Planning Board

Sworn to before me this

23<sup>rd</sup> day of September, 1994

Deborah Green  
Notary Public

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1995

AFFIMAIL.PLB - DISC#1 P.B.



3. A copy of the map must be filed with the Town Clerk for public inspection.
4. In addition to the above mentioned notices, the following must also receive a copy of the notice of hearing. These may be sent regular first-class mail.

✓ George J. Meyers, Supervisor  
Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553

✓ James R. Petro, Chairman  
Planning Board  
555 Union Avenue  
New Windsor, NY 12553

✓ Dorothy H. Hansen, Town Clerk  
Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553

✓ Mark J. Edsall, P.E.  
McGoey and Hauser  
Consulting Engineers, P.C.  
45 Quassaick Avenue  
New Windsor, NY 12553

✓ Andrew Krieger, Esq.  
219 Quassaick Avenue  
New Windsor, NY 12553



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

September 20, 1994

Grevas & Hildreth, LS, PC  
33 Quassaick Ave.  
New Windsor, NY 12553

Re: Tax Map Parcel #4-1-5.1  
Owner: Beverly W. Neumetzger  
Tax Map Parcel #4-1-5.2  
Owner: Lothar Neumetzger

Gentlemen:

According to our records, the attached is a list of all properties contiguous to the above referenced property.

The charge for this service is \$25.00, which you have already paid in the form of a deposit.

Sincerely,

*Leslie Cook/po*  
Leslie Cook  
Sole Assessor

LC/po  
Attachment  
cc: Myra Mason

Wal-Mart Stores, Inc.  
Property Tax Department #2104  
702 SW 8th St.  
Bentonville, AR 72716-8013 ✓

Roscino, Joseph & Talbot, Rose M.  
& Dominick & C. Judith Roscino  
56 Weyants Lane  
Newburgh, NY 12550 ✓

Banta Realty  
842 Main St.  
Poughkeepsie, NY 12603 ✓

City of Newburgh  
Newburgh Water Supply  
c/o City Comptroller  
City Hall  
Newburgh, NY 12550 ✓

4 Above Names  
5 Officials  

---

9 Envelopes Mailed  
9/23/94 @m



**McGOEY, HAUSER and EDSALL**  
**CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

- ☐ **Main Office**  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640
- ☐ **Branch Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765

**TOWN OF NEW WINDSOR**  
**PLANNING BOARD**  
**REVIEW COMMENTS**

**REVIEW NAME:** ARNOFF STEWART LINER CORP SITE PLAN  
(THRIFTY CAR RENTAL ADDITION)  
**PROJECT LOCATION:** UNION AVENUE AND LINER ROAD  
SECTION 4-BLOCK 1-LOTS 5.1 AND 5.2  
**PROJECT NUMBER:** 94-26  
**DATE:** 14 SEPTEMBER 1994  
**DESCRIPTION:** THE APPLICATION INVOLVES THE ADDITION OF A  
420 SQUARE FOOT CAR RENTAL OFFICE AT THE FRONT  
OF THE EASTERLY BUILDING. THE PLAN WAS REVIEWED  
ON A CONCEPT BASIS ONLY.

1. The Board may recall that this application was previously reviewed at the time this area was zoned OLI. Since that time, the area has been re-zoned "C".

It is my understanding that the car rental office is being classified as Use A-4, Service Establishments. The Board should concur with this classification and, if not, further discussion should be held as to the appropriate use classification.

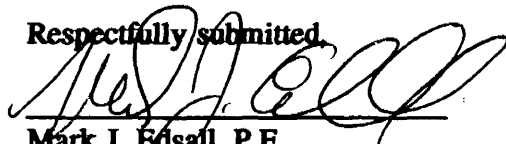
2. Based on the A-4 classification, the "required" bulk requirement shown on the plan appears correct. Given the location of the rental office on the building, no setback concerns appear to exist.
3. The plan includes a parking calculation which identifies the total number of required parking spaces. With these spaces provided, additional areas exist for trailer parking and the parking of vehicles as part of the "park and fly" use.
4. The Planning Board may wish to assume the position of **Lead Agency** under the SEQRA process.
5. The Planning Board should determine, for the record, if a **Public Hearing** will be necessary for his **Site Plan**, per its discretionary judgement under Paragraph 48-19.C of the Town Zoning Local Law.

**TOWN OF NEW WINDSOR  
PLANNING BOARD  
REVIEW COMMENTS  
PAGE 2**

**REVIEW NAME:** ARNOFF STEWART LINER CORP SITE PLAN  
(THRIFTY CAR RENTAL ADDITION)  
**PROJECT LOCATION:** UNION AVENUE AND LINER ROAD  
SECTION 4-BLOCK 1-LOTS 5.1 AND 5.2  
**PROJECT NUMBER:** 94-26  
**DATE:** 14 SEPTEMBER 1994

6. The Planning Board may wish to make a **determination** regarding the type action this project should be classified under SEQRA and make a determination regarding environmental significance.
7. At such time that the Planning Board has made further review of this application, **further engineering reviews** and comments will be made, as deemed necessary by the Board.

Respectfully submitted,



Mark J. Edsall, P.E.  
Planning Board Engineer

MJEmk

A:ARNOFF.mk

B. #94-26 Application Fee  
northAmerican.  
VAN LINES



CHECK  
NUMBER  
003769

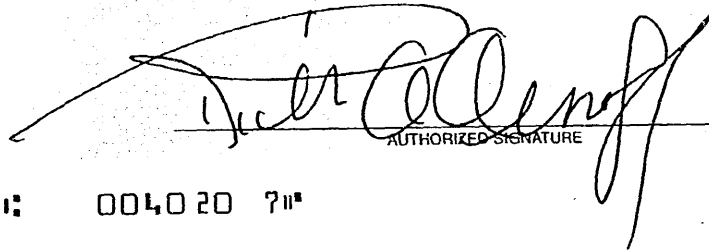
SALISBURY BANK & TRUST CO.  
LAKEVILLE, CONN.

51-261  
111

\*\*150 DOLLARS AND NO CENTS\*\*

DATE 09/02/94 \$\*\*\*150.00

TOWN OF NEW WINDSOR

  
AUTHORIZED SIGNATURE

003769 011102612 004020 ?

B. #94-26 ESCROW  
northAmerican.  
VAN LINES



CHECK  
NUMBER  
003768

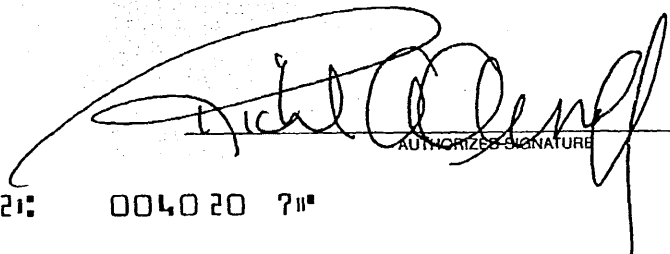
SALISBURY BANK & TRUST CO.  
LAKEVILLE, CONN.

51-261  
111

\*\*750 DOLLARS AND NO CENTS\*\*

DATE 09/02/94 \$\*\*\*750.00

TOWN OF NEW WINDSOR

  
AUTHORIZED SIGNATURE

003768 011102612 004020 ?



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, [REDACTED]

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 04-26

DATE PLAN RECEIVED: RECEIVED SEP 7 1994 ORIG

The maps and plans for the Site Approval \_\_\_\_\_

Subdivision \_\_\_\_\_ as submitted by \_\_\_\_\_

\_\_\_\_\_ for the building or subdivision of \_\_\_\_\_

\_\_\_\_\_ has been

reviewed by me and is approved ✓

disapproved \_\_\_\_\_

If disapproved, please list reason \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. J. [Signature] 9/9/94  
HIGHWAY SUPERINTENDENT DATE

\_\_\_\_\_  
WATER SUPERINTENDENT DATE

\_\_\_\_\_  
SANITARY SUPERINTENDENT DATE

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553



1763

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., ~~██████~~, SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 94- 26

DATE PLAN RECEIVED: RECEIVED SEP 7 1994 ORIG

The maps and plans for the Site Approval Arnoff Stewart Liner Trans. Corp.  
Subdivision \_\_\_\_\_ as submitted by

Grevas & Hildreth P.C. for the building or subdivision of

Arnoff Stewart Liner Transportation Corp. has been

reviewed by me and is approved ☒ Town Water Avail:

disapproved \_\_\_\_\_

If disapproved, please list reason \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HIGHWAY SUPERINTENDENT

DATE

☒ WATER SUPERINTENDENT

DATE

SANITARY SUPERINTENDENT

DATE



INTER-OFFICE CORRESPONDENCE

**TO:** Town Planning Board

**FROM:** Town Fire Inspector

**DATE:** 9 September 1994

**SUBJECT:** Arnoff Stewart Liner Site Plan

Planning Board Reference Number: PB-94-26

Dated: 7 September 1994

Fire Prevention Reference Number: FPS-94-052

A review of the above referenced subject site plan was conducted on 8 September 1994.

This site plan is acceptable.

Plans Dated: 7 September 1994

*Robert F. Rodgers, C.C.A.(mv)*  
Robert F. Rodgers, C.C.A.

RFR/mvz



McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.

- ☐ Main Office  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640
- ☐ Branch Office  
400 Broad Street  
Millford, Pennsylvania 18337  
(717) 296-2765

1-3

**PLANNING BOARD WORK SESSION  
RECORD OF APPEARANCE**

TOWN/VILLAGE OF New Windsor

P/B # 94--26

WORK SESSION DATE: 7 SEPT 94

APPLICANT RESUB.  
REQUIRED: \_\_\_\_\_

REAPPEARANCE AT W/S REQUESTED: No

PROJECT NAME: Stewart Liner

PROJECT STATUS: NEW \_\_\_\_\_ OLD X

REPRESENTATIVE PRESENT: WBH

MUNIC REPS PRESENT: BLDG INSP. in office  
FIRE INSP. X  
ENGINEER X  
PLANNER \_\_\_\_\_  
P/B CHMN. \_\_\_\_\_  
OTHER (Specify) \_\_\_\_\_

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

Thrift car rental  
Show was previously approved, by note or otherwise.  
was OLI  
all bulk req'ts have decreased from previous OLI to C (A-Y)  
Parking - how they want to handle it  
 $15 + 9.7 + 2 = 27$  (10x20)  
elim "e-pl. pkg" in front of main bldg  
add empl. 10x20 @ rear of west



McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.

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- ☐ Branch Office  
400 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765

**PLANNING BOARD WORK SESSION  
RECORD OF APPEARANCE**

(TOWN/VILLAGE OF New Windsor P/B # 94-26  
WORK SESSION DATE: 18 MAY '94 APPLICANT RESUB.  
REAPPEARANCE AT W/S REQUESTED: \_\_\_\_\_ REQUIRED:  
PROJECT NAME: Arnoff 5/p Am.  
PROJECT STATUS: NEW X OLD \_\_\_\_\_  
REPRESENTATIVE PRESENT: Doug Miller  
MUNIC REPS PRESENT: BLDG INSP. in bldg  
FIRE INSP. Bob  
ENGINEER X  
PLANNER \_\_\_\_\_  
P/B CHMN. \_\_\_\_\_  
OTHER (Specify) \_\_\_\_\_

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

- Pkg eval. (need new calc) [ Park/Fly -  
- 35 x 17 = X Warehouse - Arnoff  
- need plan w/ all pkg Bar Rental - Thrift  
Spaces shown  
- Q- what was Park/Fly classified as.

4MJ91 pbwsform



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

"XX"

94-26

APPLICATION TO:  
TOWN OF NEW WINDSOR PLANNING BOARD

176 TYPE OF APPLICATION (check appropriate item):

Subdivision \_\_\_\_\_ Lot Line Chg. \_\_\_\_\_ Site Plan ☒ Spec. Permit \_\_\_\_\_

1. Name of Project ARNOFF STEWART LINER TRANSPORTATION CORP. SITE PLAN

2. Name of Applicant ARNOFF STEWART LINER TRANSPORTATION CORP. Phone 471-1504

Address 682 DUTCHESS TURNPIKE Poughkeepsie N.Y. 12603  
(Street No. & Name) (Post Office) (State) (zip)

3. Owners of Record BEVERLY W. & LOTHAR NEUMETZGER Phone \_\_\_\_\_

Address 29 SUSAN DRIVE NEWBURGH N.Y. 12550  
(Street No. & Name) (Post Office) (State) (zip)

4. Person Preparing Plan GREVAS & HILDRETH, L.S., P.C.

Address 33 QUASSAICK AVE NEW WINDSOR N.Y. 12553  
(Street No. & Name) (Post Office) (State) (zip)

5. Attorney \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_  
(Street No. & Name) (Post Office) (State) (zip)

6. Person to be notified to represent applicant at Planning Board Meeting GREVAS & HILDRETH Phone 562-8667  
(Name)

7. Project Location: On the NORTH side of LINER ROAD  
(street)  
feet OF AT UNION AVENUE  
(direction) (street)

8. Project Data: Acreage of Parcel 3.93 Zone C,  
School Dist. NEWBURGH CSD

9. Is this property within an Agricultural District containing a farm operation or within 500 feet of a farm operation located in an Agricultural District? Y \_\_\_\_\_ N X

If you answer "yes" to question 9, please complete the attached Agricultural Data Statement.

10. Tax Map Designation: Section 4 Block 1 Lots 5.1 & 5.2

11. General Description of Project: SITE PLAN APPROVAL OF CAR RENTAL OFFICE, PARKING LOT RENTAL AND PARKING EXPANSION

12. Has the Zoning Board of Appeals granted any variances for this property? X yes \_\_\_ no.

13. Has a Special Permit previously been granted for this property? \_\_\_ yes X no.

ACKNOWLEDGEMENT:

If this acknowledgement is completed by anyone other than the property owner, a separate notarized statement from the owner must be submitted, authorizing this application.

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE)

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application and supporting documents and drawings are true and accurate to the best of his/her knowledge and/or belief. The applicant further acknowledges responsibility to the Town for all fees and costs associated with the review of this application.

Sworn before me this

1<sup>st</sup> day of September 1994

Richard Allen  
Applicant's Signature

Benny Kaufman  
Notary Public

**BENNY KAUFMAN**  
Notary Public, State of New York  
Qualified in Dutchess County  
Commission Expires, Oct. 31, 1995

\*\*\*\*\*  
TOWN USE ONLY:

RECEIVED SEP 7 1994

Date Application Received

94- 26

Application Number

PROJECT ID. NUMBER

617.21

SEQR

Appendix C

State Environmental Quality Review

## SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

## PART I—PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT / SPONSOR <u>ARNOFF STEWART LINER TRANSPORTATION CORP.</u>	2. PROJECT NAME <u>ARNOFF STEWART LINER TRANSPORTATION CORP. SITE PLAN</u>
3. PROJECT LOCATION: Municipality <u>TOWN OF NEW WINDSOR</u> County <u>ORANGE</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>NORTH SIDE OF LINER ROAD AT UNION AVENUE</u> <u>TAX MAP SECTION 4 BLOCK 1 LOTS 5.1 AND 5.2</u>	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <u>MINOR EXPANSION OF EXISTING PARKING LOT</u> <u>PLANNING BOARD APPROVAL FOR CAR RENTAL OFFICE AND PARKING LOT RENTAL</u>	
7. AMOUNT OF LAND AFFECTED: Initially <u>3.93</u> acres Ultimately <u>3.93</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit/approval	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u>	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/Sponsor Name: <u>ARNOFF STEWART LINER TRANSPORTATION CORP.</u>	Date: <u>9/7/94</u>
Signature: <u>Richard A. Steffner</u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

**PART II—ENVIRONMENTAL ASSESSMENT (To be completed by Agency)**

**A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.**

☐ Yes ☐ No

**B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.8? If No, a negative declaration may be superseded by another involved agency.**

☐ Yes ☐ No

**C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)**

**C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:**

**C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:**

**C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:**

**C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:**

**C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly.**

**C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly.**

**C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly.**

**D. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?**

☐ Yes ☐ No If Yes, explain briefly

**PART III—DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

☐ Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

☐ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

\_\_\_\_\_  
Name of Lead Agency

\_\_\_\_\_  
Print or Type Name of Responsible Officer in Lead Agency

\_\_\_\_\_  
Title of Responsible Officer

\_\_\_\_\_  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (if different from responsible officer)

\_\_\_\_\_  
Date

If applicable "XX"

TOWN OF NEW WINDSOR PLANNING BOARD  
SITE PLAN CHECKLIST

ITEM

- |  |  |
|--|--|
| 1. <input checked="" type="checkbox"/> Site Plan Title                 | 29. <input checked="" type="checkbox"/> Curbing Locations                      |
| 2. <input checked="" type="checkbox"/> Applicant's Name(s)             | 30. <input checked="" type="checkbox"/> Curbing Through Section                |
| 3. <input checked="" type="checkbox"/> Applicant's Address(es)         | 31. <input checked="" type="checkbox"/> Catch Basin Locations                  |
| 4. <input checked="" type="checkbox"/> Site Plan Preparer's Name       | 32. <input checked="" type="checkbox"/> Catch Basin Through Section            |
| 5. <input checked="" type="checkbox"/> Site Plan Preparer's Address    | 33. <input checked="" type="checkbox"/> Storm Drainage                         |
| 6. <input checked="" type="checkbox"/> Drawing Date                    | 34. <input checked="" type="checkbox"/> Refuse Storage                         |
| 7. <input checked="" type="checkbox"/> Revision Dates                  | 35. <input checked="" type="checkbox"/> Other Outdoor Storage                  |
| 8. <input checked="" type="checkbox"/> Area Map Inset                  | 36. <input checked="" type="checkbox"/> Water Supply                           |
| 9. <input checked="" type="checkbox"/> Site Designation                | 37. <input checked="" type="checkbox"/> Sanitary Disposal System               |
| 10. <input checked="" type="checkbox"/> Properties Within 500' of Site | 38. <input checked="" type="checkbox"/> Fire Hydrants                          |
| 11. <input checked="" type="checkbox"/> Property Owners (Item #10)     | 39. <input checked="" type="checkbox"/> Building Locations                     |
| 12. <input checked="" type="checkbox"/> Plot Plan                      | 40. <input checked="" type="checkbox"/> Building Setbacks                      |
| 13. <input checked="" type="checkbox"/> Scale (1" = 50' or lesser)     | 41. <input checked="" type="checkbox"/> Front Building Elevations              |
| 14. <input checked="" type="checkbox"/> Metes and Bounds               | 42. <input checked="" type="checkbox"/> Divisions of Occupancy                 |
| 15. <input checked="" type="checkbox"/> Zoning Designation             | 43. <input checked="" type="checkbox"/> Sign Details                           |
| 16. <input checked="" type="checkbox"/> North Arrow                    | 44. <input checked="" type="checkbox"/> Bulk Table Inset                       |
| 17. <input checked="" type="checkbox"/> Abutting Property Owners       | 45. <input checked="" type="checkbox"/> Property Area (Nearest<br>100 sq. ft.) |
| 18. <input checked="" type="checkbox"/> Existing Building Locations    | 46. <input checked="" type="checkbox"/> Building Coverage (sq. ft.)            |
| 19. <input checked="" type="checkbox"/> Existing Paved Areas           | 47. <input checked="" type="checkbox"/> Building Coverage (% of<br>Total Area) |
| 20. <input checked="" type="checkbox"/> Existing Vegetation            | 48. <input checked="" type="checkbox"/> Pavement Coverage (sq. ft.)            |
| 21. <input checked="" type="checkbox"/> Existing Access & Egress       | 49. <input checked="" type="checkbox"/> Pavement Coverage (% of<br>Total Area) |
|  | 50. <input checked="" type="checkbox"/> Open Space (sq. ft.)                   |
|  | 51. <input checked="" type="checkbox"/> Open Space (% of Total Area)           |
|  | 52. <input checked="" type="checkbox"/> No. of Parking Spaces Prop.            |
|  | 53. <input checked="" type="checkbox"/> No. of Parking Spaces Req.             |
- PROPOSED IMPROVEMENTS
22. ☒ Landscaping
23. ☒ Exterior Lighting
24. ☒ Screening
25. ☒ Access & Egress
26. ☒ Parking Areas
27. ☒ Loading Areas
28. ☒ Paving Details  
(Items 25-27)

\* ALL EXISTING FEATURES - NO IMPROVEMENTS PROPOSED



REFERRING TO QUESTION 9 ON THE APPLICATION FORM, "IS THIS PROPERTY WITHIN AN AGRICULTURAL DISTRICT CONTAINING A FARM OPERATION OR WITHIN 500 FEET OF A FARM OPERATION LOCATED IN AN AGRICULTURAL DISTRICT, PLEASE NOTE THE FOLLOWING:

54. N/A Referral to Orange County Planning Dept. required for all applicants filing AD Statement.
55. N/A A Disclosure Statement, in the form set below must be inscribed on all site plan maps prior to the affixing of a stamp of approval, whether or not the Planning Board specifically requires such a statement as a condition of approval.

"Prior to the sale, lease, purchase, or exchange of property on this site which is wholly or partially within or immediately adjacent to or within 500 feet of a farm operation, the purchaser or leasor shall be notified of such farm operation with a copy of the following notification.

It is the policy of this State and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district or within 500 feet of such a district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors."

This list is provided as a guide only and is for the convenience of the applicant. the Town of Ne Windsor Planning Board may require additional notes or revisions prior to granting approval.

PREPARER'S ACKNOWLEDGEMENT:

The Site Plan has been prepared in accordance with the checklist and the Town of New Windsor Ordinances, to the best of my knowledge

By: William B. Hildtub  
Licensed Professional

Date: 9/7/94

"XX"

APPLICANT'S PROXY STATEMENT  
(for professional representation)for submittal to the  
TOWN OF NEW WINDSOR PLANNING BOARDBEVERLY NEUMETZGER, deposes and says that she  
(Applicant)resides at 29 SUSAN DRIVE  
(Applicant's Address)in the County of ORANGEand State of NEW YORKand that she is the <sup>OWNER</sup> ~~applicant~~ <sup>of</sup> ~~for the~~ TAX MAP SECTION 4  
BLOCK 1 LOT 5.1  
(Project Name and Description)

which is the premises described in the foregoing application and

that she has authorized GREAS & HILBERT, G.S. P.C.  
(Professional Representative)

to make the foregoing application as described therein.

Date: 9/1/94Beverly Neumetzger  
(Owner's Signature)Benny K...  
(Witness Signature)THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF  
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT  
AND/OR OWNER AT THE MEETINGS.

"XX"

APPLICANT'S PROXY STATEMENT  
(for professional representation)for submittal to the  
TOWN OF NEW WINDSOR PLANNING BOARD

LOTHAR NEUMETZGER, deposes and says that he  
(Applicant)  
resides at 29 SUSAN DRIVE  
(Applicant's Address)  
in the County of ORANGE  
and State of NEW YORK  
and that he is the <sup>owner</sup> ~~applicant~~ of the TAX MAP SECTION 4  
BLOCK 1 LOT 5.2  
(Project Name and Description)

which is the premises described in the foregoing application and  
that he has authorized GREGAS F. HILDEPETH, L.S., P.C.  
(Professional Representative)

to make the foregoing application as described therein.

Date: 9/1/94

Lothar Neumetzger  
(Owner's Signature)  
Darryl Kaufman  
(Witness' Signature)

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF  
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT  
AND/OR OWNER AT THE MEETINGS.